



RECEIVED

2003 MAY 14 AM 10:01

BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

T.R.A. DOCKET ROOM

May 12, 2003

VIA HAND DELIVERY

Hon Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

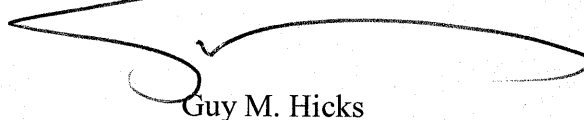
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00335

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas Communications LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 9, 2001. The Amendment adds LIDB Resale Storage to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Jonathan Harlan, Aeneas Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Aeneas Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Aeneas Communications, Inc. ("Aeneas") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 9 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and BellSouth state the following:

1. Aeneas and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3 2001.
2. The parties have recently negotiated an Amendment to the Agreement which adds LIDB Resale Storage. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas and BellSouth are submitting their Amendment to the TRA for its consideration

and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Aeneas within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Aeneas and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Aeneas and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 13th day of MAY, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

AMENDMENT
TO THE
AGREEMENT BETWEEN
AENEAS COMMUNICATIONS, LLC
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC, ("Aeneas Communications"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas Communications entered into the Agreement on January 9, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete the terms and conditions of the Line Information Data Base (LIDB) Resale Storage Agreement in Exhibit C of Attachment 1.
2. The Parties agree to add the terms and conditions of the LIDB Resale Storage Agreement, as set forth in Exhibit 1 of this Amendment, to Exhibit C of Attachment 1.
3. The Parties agree to delete the terms and conditions of the Line Information Data Base (LIDB) Facilities Based Storage Agreement in Exhibit A of Attachment 2.
4. The Parties agree to add the terms and conditions of the LIDB Facilities Based Storage Agreement, as set forth in Exhibit 2 of this Amendment, to Exhibit A of Attachment 2.
5. All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications, LLC

BellSouth Telecommunications, Inc.

By:  _____

By:  _____

Name: Jonathan V. Harlan
GEO

Name: Elizabeth R.A. Shiroishi

Title: _____

Title: Director

Date: 3-20-03

Date: 4/1/03

LINE INFORMATION DATA BASE (LIDB)
RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Aeneas Communications.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Aeneas Communications for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas Communications and pursuant to which BellSouth, its LIDB customers and Aeneas Communications shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aeneas Communications' provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Aeneas Communications understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas Communications, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Aeneas Communications' account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Aeneas Communications has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Aeneas Communications from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Aeneas Communications indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Aeneas Communications pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Aeneas Communications for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Aeneas Communications' data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify Aeneas Communications end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Aeneas Communications is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

- (2) BellSouth shall have no obligation to become involved in any disputes between Aeneas Communications and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

**LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT**

I. Definitions

- A. Billing number - a number that Aeneas Communications creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by Aeneas Communications.
- C. Special billing number - a ten-digit number that identifies a billing account established by Aeneas Communications.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Aeneas Communications that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Aeneas Communications.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Aeneas Communications.
- J. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.
- K. GetData - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

- L. Originating Line Number Screening ("OLNS") – refers to the query service used to determine the billing, screening and call handling indicators, station type, and Account Owner provided to BellSouth by Aeneas Communications for originating line numbers.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Aeneas Communications and pursuant to which BellSouth, its LIDB customers and Aeneas Communications shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Aeneas Communications' provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Aeneas Communications understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Aeneas Communications, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Aeneas Communications' account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to local exchange line and/or billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Aeneas Communications has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, and Account Owner on the lines of Aeneas Communications from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the Account Owner and/or Regional Accounting Office information on the lines of Aeneas Communications indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Aeneas Communications of fraud alerts so that Aeneas Communications may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by Aeneas Communications pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Aeneas Communications for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Aeneas Communications' data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify Aeneas Communications' end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.
2. BellSouth shall have no obligation to become involved in any disputes between Aeneas Communications and B&C Customers. BellSouth will not issue

adjustments for charges billed on behalf of any B&C Customer to Aeneas Communications. It shall be the responsibility of Aeneas Communications and the B&C Customers to negotiate and arrange for any appropriate adjustments.

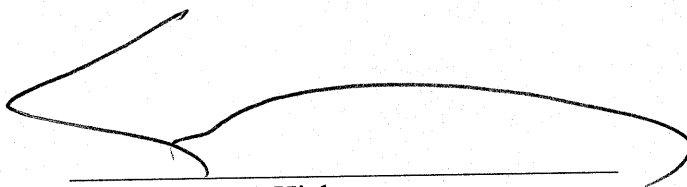
IV. Fees for Service and Taxes

- A. Aeneas Communications will not be charged a fee for storage services provided by BellSouth to Aeneas Communications as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Aeneas Communications in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 13th day of MAY, 2003:

Jonathan Harlan
Aeneas Communications
301 South Church Street
Jackson, TN 38301

A handwritten signature in black ink, consisting of a large, sweeping loop followed by a horizontal line.

Guy M. Hicks